

Company and any Consolidated Subsidiary, personally or by agent or attorney; and

(G) The Trustees or either of them may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustees or either of them shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care hereunder.

Section 16.07. Subject to the provisions of Sections 20.02 and 20.03 hereof, all moneys received by the Trustees or either of them hereunder or in respect of the Bonds shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

Any interest allowed on or income or other return arising from any such moneys shall be paid from time to time to the Company upon Company Order in accordance with the provisions hereof; provided, however, that no such interest, income or return shall be paid to the Company during any period during which an Event of Default has occurred and is continuing.

Section 16.08. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to receive, reasonable compensation for all services rendered by them in the execution of the trusts hereby created and in the exercise and performance of all services rendered hereunder, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and except as otherwise expressly provided herein, the Company will upon request of the Trustees or either of them reimburse the Trustees or either of them for all reasonable advances made or incurred by the Trustees or either of them in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of their, his or its agents and counsel, except any such expense or disbursement as may be attributable to negligence or bad faith). The Company also covenants to indemnify the Trustees and each of them for, and to hold them and each of them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees or either of them, as the case may be, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim or liability in connection with the exercise or performance of any of the powers or duties hereunder.

As security for the performance of the obligations of the Company under this Section 16.08, the Trustees and each of them shall have (in addition to any other rights under this Indenture) a lien prior to the Bonds on the Trust Estate, including all property and funds held or collected by the Trustees except funds held in trust for the payment of principal of, premium, if any, or interest on the Bonds.

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